

EXHIBIT C

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

MARATHON RESOURCE
MANAGEMENT GROUP, LLC
a Virginia corporation,

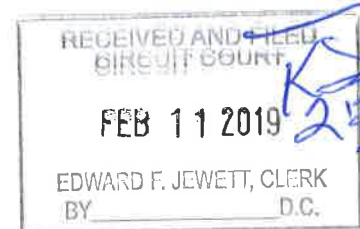
Plaintiff,

v.

C. CORNELL, INC. dba CERTA
PRO PAINTERS OF COLLEGE STATION,
a Texas corporation

Defendant.

Case No. CL18-6268



**CCI'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION
(SPECIAL APPEARANCE)**

The defendant, C. Cornell, Inc. d/b/a CertaPro Painters of College Station ("CCI" or the "Company"), by special appearance, respectfully moves this Court for entry of an order dismissing the Complaint of the plaintiff, Marathon Resource Management Group, LLC ("Marathon"), for lack of personal jurisdiction over CCI for the reasons set forth herein.

1. CCI's principal place of business is in College Station, Texas. (Compl. ¶4.) (Affidavit of Clifton C. Cornell, attached hereto as **Exhibit 1**, ¶ 3.)
2. CCI was incorporated in the State of Texas. *See* Certificate of Incorporation, attached hereto as **Exhibit 2**.
3. CCI is a local franchisee of CertaPro Painters that is involved in the business of painting residential and commercial properties in and around College Station, Texas. (Ex. 1, ¶¶ 2, 4.)
4. CCI does not solicit customers in Virginia; it only solicits customers in and around the College Station area. (Ex. 1, ¶ 5.)

5. The Company owns no property in Virginia nor does it engage or employ any agents or employees here. (Ex. 1, ¶¶ 6–8.)

6. CCI has only had one interaction with a Virginia entity, namely the painting and cleaning project which CCI performed for Marathon in College Station, Texas. (Ex. 1, ¶¶ 9–10, 14.)

7. Marathon initiated contact with CCI by telephone and text and sent CCI Scope of Work & Pricing Agreements, which CCI signed. (Ex. 1, ¶¶ 10–13.)

8. No principal or agent of CCI ever executed the Master Subcontract Agreement, attached to the Complaint as Exhibit B. (Ex. 1, ¶¶ 16–21.)

9. CCI does not and did not “transact[] any business in this Commonwealth” for purposes of conferring personal jurisdiction over CCI pursuant to Virginia Code 8.01-328.1.

10. CCI lacks sufficient “minimum contacts” with Virginia. Maintaining this suit here would “offend traditional notions of fair play and substantial justice” and fail to satisfy the constitutional due process requirement, *Consulting Eng’rs Corp. v. Geometric Ltd.*, 561 F.3d 273, 277 (4th Cir. 2009) (quoting *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945)), such that this matter should be dismissed for lack of personal jurisdiction.

WHEREFORE, the defendant, CCI, respectfully requests that the Court enter an order granting its Motion to Dismiss the Plaintiffs’ Complaint for Lack of Jurisdiction, and for such other relief as this Court deems appropriate.

Dated: February 11, 2019

Respectfully submitted,

**C. CORNELL, INC. D/B/A CERTAPRO
PAINTERS OF COLLEGE STATION**

By Counsel



Neil S. Talegaonkar (VSB No. 44589)

ThompsonMcMullan, P.C.

100 Shockoe Slip

Richmond, Virginia 23219-4140

Phone: 804.649.7545

Fax: 804.780.1813

E-mail: ntalegaonkar@t-mlaw.com

Counsel for C. Cornell, Inc. d/b/a

CertaPro Painters Of College Station

CERTIFICATE OF SERVICE

I hereby certify that on February 11, 2019, I served the foregoing Motion to Dismiss on the following via U.S. and electronic mail:

Stephen Moncrieffe, Esq.

Marathon Resource Management Group, LLC

10469 Atlee Station Road

Ashland, Virginia 23005

smoncrieffe@marathonrmg.com



Neil S. Talegaonkar

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

MARATHON RESOURCE
MANAGEMENT GROUP, LLC
a Virginia corporation,

Plaintiff,

v.

C. CORNELL, INC. dba CERTAPRO
PAINTERS OF COLLEGE STATION,
a Texas corporation

Defendant.

Case No. CL18-6268



AFFIDAVIT OF CLIFFTON C. CORNELL

1. My name is Clifton C. Cornell and I am over 18 years of age. This affidavit is made in support of the Motion to Dismiss of the defendant, C. Cornell, Inc. d/b/a CertaPro Painters of College Station ("CCI").

CCI Generally

2. I am the President and a Director of CCI. CCI is a local franchisee of CertaProPainters but is independently owned and operated.

3. CCI's principal office is located at 1511 Texas Avenue S, Suite 137, College Station, Texas. CCI also maintains a physical location at 28412 Quiet Way, Magnolia, Texas. CCI maintains no offices in the Commonwealth of Virginia.

4. CCI is involved in the business of painting residential and commercial properties in the College Station area of Texas. CCI's franchise territory is the eight counties surrounding College Station, Texas.

5. CCI does not solicit customers in the Commonwealth of Virginia. CCI maintains a website, uses HomeAdvisor for local zip codes, or sends direct mailings to zip codes in the College Station area.

6. CCI owns no personal or real property in the Commonwealth of Virginia.

7. CCI has no employees or agents in the Commonwealth of Virginia.

8. CCI has no sales representatives in the Commonwealth of Virginia.

9. Other than the single Project (hereinafter defined) for Marathon, CCI has never done business with any other Virginia entity.

Marathon Engagement

10. On or about March 19, 2017, Kenneth Weider, Marathon's Regional Operations Manager, called me to discuss CCI's working on a painting/cleaning project at the Marc Apartments in College Station (the "Project").

11. We then discussed pricing and the details of the work on the project over telephone and text messages.

12. On or about May 19, 2017, Mr. Weider sent me a Painting-Scope of Work & Pricing Agreement via e-mail, which I signed on May 24, 2017. The signed Painting-Scope of Work & Pricing Agreement, is attached hereto and incorporated by reference as **Exhibit A**.

13. On or about August 2, 2017, Mr. Weider sent me another Cleaning-Scope of Work & Pricing Agreement via e-mail, which I signed on August 2, 2017. The signed Cleaning-

Scope of Work & Pricing Agreement, is attached hereto and incorporated by reference as **Exhibit B**.

14. CCI started work on the Project on or about August 1, 2017 and completed it on or about August 8, 2017.

15. On or about August 22, 2017, CCI sent invoices for painting and cleaning to Mr. Weider at Marathon by e-mail. Copies of those invoices are attached hereto and referred to collectively as **Exhibit C**.

16. On or about 2:00p.m. on September 22, 2017, Katie Stratton of Marathon sent an e-mail requesting a CCI W-9, CCI's insurance information, and a DocuSign link for a document, entitled "Master Subcontract Agreement" (the "MSA"). *See* September 22 e-mail, attached hereto and incorporated by reference as **Exhibit D**.

17. At or about 2:07p.m. on that same day, Ms. Lindsay replied to Ms. Stratton's e-mail advising "you will need to send the contract to cliff at ccornell@certapro.com." *See* September 22 e-mail, attached hereto and incorporated by reference as **Exhibit D**.

18. I never received the MSA in any e-mails to my account from anyone at Marathon. Because the document was never directed to my attention, I did not sign or "docusign" the MSA. There are no other CCI employees or agents who could have signed or docusigned the MSA other than me.

19. **Exhibit E**, attached hereto, is an unrelated document that was executed through Docusign and bears my authentic signature, which I signed on the same day, September 22, 2017.

20. The signature, which purports to be mine on the MSA, and the authentic signature on Exhibit E, attached hereto, are not alike. Moreover, in all legal documents, I sign my name as "Cliffon C. Cornell" and initial as "CCC," as opposed to signing "Cliff Cornell" and initialing "CC," as initialed throughout the MSA and affixed on page 29 of the purported initialed and signed MSA, attached to the Complaint. I also change the script style to one different than the default style that first appears in Docusign.

21. Neither I nor any other agent of CCI signed or caused the initials or signature to be affixed to the MSA, attached to the Complaint. CCI did not enter into the MSA with Marathon.

FURTHER THE AFFIANT SAYETH NOT.


Cliffon C. Cornell

STATE OF TEXAS:

COUNTY/CITY OF Brazos, to wit:

This day Cliffon C. Cornell as President of C. Cornell, Inc. d/b/a Certa Pro Painters of College Station personally appeared before me, a Notary Public in and for the State of Texas, and made oath and affirmed that the matters stated in the foregoing Affidavit are true and correct to the best of his knowledge and belief.

Given under my hand this 7th day of February 2019.



Notary Public

My commission expires: 07/25/2019

My notary number is N/A

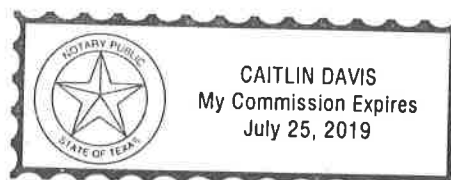


Exhibit A

The Plan



Painting- Scope of Work & Pricing Agreement

Addressed to:

Company: CertaPro Painters of College Station

Contact:

Cliff Cornell

Fax / E-mail:

ccornell@certapro.com

Marathon Resource Management Group is requesting for paint companies listed above interested in contracting to perform services during our student turnover period respond to this request no later than ____/____/2017.

Overview:

Between the dates of ____/____/2017 and ____/____/2017. Marathon will require 400-750 bedrooms and common rooms to be painted to the requirements outlined in the attached scope of work. Only companies able to complete 50 or more rooms a day need complete this form for this project. Most rooms will be painted between the day of ____/____/2017 and ____/____/2017, but crews may be needed before or after those days. Number of rooms will not be guaranteed, but will be based on performance, speed, and room availability. Rooms will be located inside of various floorplans. Some bedrooms inside of the apartment units will be occupied at the time of service and will not require painting. Vendor will also agree that scope of work will be followed, and the vendor agrees to the pricing listed below.

Interior Painting: Scope of work

- A. The scope of work for this project is to be performed in strict accordance with Sherwin Williams applicable Paint Specification and in conjunction with this scope of work. All materials shall be installed in strict accordance with the manufacture's specifications, recommendations and in conjunction with current city, county, state & federal code compliance.
- B. Properly prepare and paint all surfaces as specified herein and in accordance with the Sherwin Williams Specifications, including, but not limited to the following.
- C. This subcontractor shall prepare all interior surfaces for paint by removing, cleaning, or utilizing manufacturer recommended methods to ensure that surfaces

NOTE:

ANY FIRE SPRINKLER HEADS PAINTED BY THE VENDOR WILL BE REPLACED AT THEIR EXPENSE



are clean and free of all foreign objects that would affect the adhesion of paint to the surface.

- D. Remove all existing wallpaper; skim walls as necessary and prepare for paint. Repair/replace drywall as needed. All drywall repairs 6" x 6" or smaller will be repaired for the set price. All other repairs will be approved in writing by approval of the Maintenance supervisor or Manager prior to beginning work.
- E. Cover or otherwise protect finished work of all other trades, and surfaces not being painted concurrently, or not to be painted. This shall include, but is not limited to: appliances, counter tops, light fixtures, finish hardware, mirrors, windows, and sprinkler heads, etc.
- F. All painting shall be performed in strict accordance with manufactures standards.
- G. Remove spilled, splashed or splattered paint from surfaces.
- H. All blemishes shall be sanded, filled or prepared to match adjacent surfaces.
- I. All trim shall be cleaned, sanded, caulked and properly prepared to provide a smooth finish. All joints shall be caulked and filled.

Miscellaneous:

- 1. Paint, Pro-Block, and Caulk will be provided by the property. All other supplies / equipment will be provided by the vendor
- 2. Vendor will pick up Paint Turn sheets and keys for each unit at the control center
- 3. Paint Turn Sheets will not be altered with out the approval of the property manager or Maintenance supervisor.
- 4. Only bedrooms and common areas designated on the Turn Paint Sheets provided by the Control Center will be completed
- 5. Vendor will be compensated for work outlined on Turn Paint Sheets.
- 6. Vendor will complete work as outlined by the Scope of work for each room
 - a. Work may include some or all of the following for each room in the unit
 - i. Touch Up paint

NOTE:

ANY FIRE SPRINKLER HEADS PAINTED BY THE VENDOR WILL BE REPLACED AT THEIR EXPENSE



- ii. Full Paint
 - iii. Color change
 - iv. Sheetrock repair
 - v. Ceiling paint
- b. Touch Up – When less than two walls in the room need to be fully painted or when less than two walls worth of paint are needed on all the walls in the room. This includes touchup of all doors, trim, and window seals.
 - c. Full Paint – When three or more walls need full paint in the room or when three or more walls worth of paint are needed on all the walls in the room. This includes all doors, trim, and window seals to be painted.
 - d. Sheetrock repair – when holes in the wall are under 6"X 6" They will be repaired for the agreed price, larger hole prices will be negotiated prior to repair.
 - e. Color Change – When a single wall needs to be returned the original color. Only when outlined on scope of work / turn sheets
 - f. Ceiling Paint – When the ceiling needs to be painted this will be specified on the Turn Paint sheet.
- 7. Any work not outlined on the scope of work that the vendor suggest to be completed needs to be communicated to the control center / Property Manager / Maintenance Supervisor. for approval
 - 8. Furniture, carpet, blinds, resident belongings, and all areas not intended to be painted are expected to be protected at all times during the painting process
 - 9. Light covers, wall plates, outlet covers, data connections, security devices, and HVAC registers are to be removed or taped off to prevent overspray. All items removed are to be returned to their original state
 - 10. Sprinkler Heads are expected to be protected and not painted.
 - 11. All overspray, cleaning required from painting spills or drops, and damaged items mentioned above will be replaced / cleaned / repaired at the vendors expense or deducted from final payment
 - 12. Partial Units – Depending on resident's renewal, some units may be occupied at the time of work.
 - a. Vendors are expected to only work in partially occupied units from 9am – 7pm.
 - b. Vendors are to never move, remove, or discard any belonging in partially occupied apartments
 - c. Lights and HVAC are to return to the way they were found when the vendor came into the unit for the first time
 - d. All front doors and windows MUST be locked when apartment is not occupied by the vendor
 - e. Vacant bedroom locks must be locked once work is complete and the apartment is vacated by the vendor
 - 13. Fully Vacant Units –

NOTE:

**ANY FIRE SPRINKLER HEADS PAINTED BY THE VENDOR WILL BE
REPLACED AT THEIR EXPENSE**



- a. Vendors may work in fully occupied units at any point that the Turn Control Center is open and the bedroom doors may be left unlocked.
 - b. Lights, ceiling fan, and all appliances are to be in the off position when the vendor completes and vacates the unit
 - c. HVAC is to be kept at 74 degrees at all times.
 - d. The front door of the unit must be locked at any point the vendor is not occupying it to complete work or once the vendor is complete with the apartment's scope of work
14. All equipment, trash, and vendor belongs must be removed from the apartment once the work is complete
 15. Turn Paint Sheets must be signed off on by the vendor and returned to the control center upon completion
 16. Brushes, rollers, or any other equipment will not be cleaned using apartment sinks or toilets in partially occupied units.
 17. Paint, Pro-Block, and caulk will be checked out from the control center as needed. All un-used supplies checked out will be returned to the control center each day or once all work is completed
 18. Quality control will be conducted by Property representatives at random points through out the contract period. No work will be deemed as complete on a unit until all call back requirements have been met
 19. It is expected for the vendor to quality control / inspect their own work prior to signing off on the Turn Paint Sheet as being complete
 20. No items will be discarded from the apartment by throwing them over the balcony
 21. Key Rings –
 - a. Key rings are expected to be kept up with at all times and never left unattended at any point
 - b. One person from each vendor's team will be responsible for checking out and returning all key rings to the control center each day.
 - c. Key rings are never to leave the property.
 - d. Keys must be turned in every day.
 - e. Un-used key rings must be returned and checked into the control center.
 - f. It is the vendors responsibility to make sure they sign each key ring they check out back in with the control center coordinator.
 - g. Key rings are never to be exchanged with any other person with out being processed in the control center first.
 - h. No copies of any key are to ever be made with out the permission of the Project Manager.
 - i. Locks will immediately be changed for any keys lost. All cost involved to change locks for lost keys will be billed to the vendor responsible for the keys or will be deducted from the responsible vendors final payment.
 - j. Key rings will never be altered, keys removed from rings, or added to rings.

NOTE:

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DESCRIPTION	PRICING
Full Common Area	\$55.00
Partial Common Area	\$45.00
Touch-up Common Area	\$25.00
Full Bedroom/Bathroom	\$50.00
Partial Bedroom/Bathroom	\$40.00
Touch-up Bedroom/Bathroom	\$30.00
Full Trim Common Area	\$50.00
Full Trim Bedroom	\$40.00
Full Trim Bathroom	\$25.00
Full Common Area Ceiling	\$60.00
Full Bedroom Ceiling	\$45.00
Sheetrock Patch Up To 6"x6"	\$35.00
Touch-up Common Ceiling	\$30.00
Touch-up Bedroom Ceiling	\$30.00
Color Change	\$50.00


Vendor Signature

24 May 2017
Date

Marathon Representative Signature

Date

NOTE:
ANY FIRE SPRINKLER HEADS PAINTED BY THE VENDOR WILL BE
REPLACED AT THEIR EXPENSE

Exhibit B



Cleaning Scope of Work & Pricing Agreement

Addressed to:

Company: CertaPro Painters of College Station
Contact: Cliff Cornell
Fax / E-mail: ccornell@certapro.com

Marathon Resource Management Group is requesting for cleaning companies listed above interested in contracting to perform services during our student turnover period respond to this request no later than ____/____/2017.

Overview:

Between the dates of 08 / 01 / 2017 and 08 / 15 / 2017 Marathon will require 400 – 600 bedrooms and common rooms to be cleaned to the requirements outlined in the attached scope of work. Only companies able to complete 30 or more rooms a day need complete this agreement for this project. Most rooms will be cleaned between the day of 08 / 01 / 2017 and 08 / 15 / 2017, but crews may be needed before or after those days. Number of rooms will not be guaranteed, but will be based on performance, speed, and room availability. Rooms will be located inside of various floorplans bedroom apartments. Some bedrooms inside of the apartment units will be occupied at the time of service and will not require cleaning. Example: a four bedroom unit may require only the common area and two bedrooms to be cleaned. The invoice must reflect the price for two bedrooms and a common area even though work was conducted in a four bedroom apartment unit. Vendor will also agree that scope of work will be followed, and the vendor agrees to the pricing listed below.

Scope of Work

- A. This contract shall include, but not necessarily be limited to, the items specifically set forth in this schedule, and all work normally considered being the responsibility of this Subcontractor. This contract is written with the intention that there shall be no extras. The contract is firm and shall include all fees, permits, licenses, insurance, taxes, etc.
- B. Subcontractor shall be responsible for all trash and materials removal from the job site at the completion of work. All materials shall be cleaned up on a daily basis, with all trash being properly disposed of. All disposal fees shall be included in the contract amount. In addition, upon completion of Subcontractors work, all work areas shall be cleaned to the Property Managers satisfaction.

CC



- C. Subcontractor shall complete all work in a timely and workman like manner maintaining a safe environment for all Residents and workers.
- D. Subcontractor shall exercise all required precautions necessary to protect all occupants, site work, buildings, and all other property adjacent to that of the work under this contract. Subcontractor shall be responsible for, and shall be directly billed for, any damage resulting from operations under this contract.
- E. Subcontractor shall supply full time on-site supervision for the duration of the project.
- F. This subcontractor shall be responsible to perform all work in compliance to any and all codes ordinances, laws and regulations as adopted by the City, County, State and Federal Regulations.
- G. Subcontractor will dress appropriately and work persons will wear shirts and appropriate footwear at all times. The Owner reserves the right to require that workers wear uniforms and adequate identification while working in occupied units.
- H. Upon completion of the specified work for each unit, an owner's inspection will take place. The Subcontractor is required to redo all items that are deficient and are not acceptable in accordance with this scope of work before payments will be initiated.
- I. NOTE WELL: Subcontractor shall complete 30 or more rooms a day Owner has the right to accelerate &/or decelerate the schedule as required to suit conditions. Subcontractor must at all times adhere to & follow the owner's schedule or contract will be immediately terminated. All contracts are based on a per unit cost basis.
- J. Subcontractor shall perform all Unit Cleaning to industry standards and meet any Manufacturer's specifications to include, all labor and material, but not limited to the following:

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Unit Cleaning

Work shall include, but not be limited to, the following scope:

- A. KITCHENS: areas to be cleaned include, but are not limited to:
1. Clean & wipe down all kitchen areas & cabinets inside and outside with all-purpose cleaner to remove any foreign matter, dirt, grease, objects, handprints, stickers, labels or stamps.
 2. Remove water scales and deposits from kitchen sink and around the faucet, all edges & all sides.
 3. Clean light fixtures inside & outside.
 4. Pull out stove & clean behind & underneath, clean all stove surfaces, front, rear, sides, doors, clean all storage drawers, drip pans, broiler pans, oven racks, wipe off range elements and remove any foreign matter, dirt, objects, handprints, stickers, labels or stamps, pull all knobs & clean behind, ranges and range pans to be cleaned underneath, inside and out and be free of all foreign matter, grease etc. before putting back into place. After cleaning are burners will be turned on to burn off any residual cleaning solution.
 5. Range Hood to be cleaned and wiped down and free of all grease & other foreign matters.
 6. Dishwasher inside & outside to be cleaned & wiped down. Labels and stickers to be removed.
 7. Pull out refrigerator & clean behind, pull & clean bottom kick plate & underneath, clean all refrigerator & freezer surfaces, front, rear, sides, doors, clean all storage drawers, shelves, racks, rubber seals, gaskets, ice cube trays, ice buckets, Refrigerator to be cleaned inside and out, and free of all food.

CAC



8. Floor to be cleaned with all-purposed cleaner and then rinsed with clean water before it is wiped down with clean rags.

B: BATHROOMS: areas to be cleaned include, but not limited to:

1. Clean & wipe down all bathroom areas inside & outside with all purpose cleaners to remove any & all foreign matters, objects, handprints, stickers and labels
2. Clean toilets inside and outside with general non-acid bowl cleaner.
3. Towel bars and paper holder to be cleaned and polished.
4. Shower knobs and showerhead to be cleaned and wiped off.
5. Fans and fan covers to be removed and cleaned.
6. Bathroom floor, Bath Tub and tub surrounds to be cleaned with all-purpose cleaner and then rinsed with clean water before it is wiped down with clean rags. Special attention is specified for fiberglass fixtures, no abrasive cleaning agents are allowed.
7. Light fixtures to be wiped down
8. Faucet to be cleaned with non-acid water deposit remover.
9. Mirror and medicine cabinets to be cleaned including removal of paint, plaster, etc.
10. Vanity or counters to be cleaned and wiped down, cabinet and drawer insides to be wiped out.

A. GENERAL CLEAN-UP: All spaces within Units, Kitchens, Bathrooms, Living rooms, Bedrooms, Closets and all other areas to be cleaned include, inside and out and be free

CCC



of all foreign matter, dirt, objects, handprints, stickers, labels, stamps, grease or other markings etc. but not limited to:

1. Wipe down & clean all surfaces with all purpose cleaner to remove all foreign matter, dirt, objects, handprints, stickers, labels, stamps, grease or other markings.
2. Detail vacuum all carpeted, tile, vinyl & similar areas.
3. Vacuum under all cushions on sofa and sofa chair.
4. Detail clean ceramic tile and or vinyl flooring with all purpose cleaner and then rinse with clean water wipe down with clean rags.
5. Clean all Windows, sliding glass doors, window & door tracks, window & door sills, registers & vents, etc. to be cleaned inside & outside including removal of paint, plaster, debris etc.
6. Vertical and mini blinds to be cleaned.
7. All unit entry & all other doors, windows, receptacles, light switches, covers, closet rods & shelves, & similar areas to be cleaned. Remove all cob webs.
8. All light fixtures to be removed and cleaned including entry lights and patio lights.
9. Patio and storage areas to be wiped down & swept.
10. Clean all objects & areas etc. unless specifically stated otherwise

Miscellaneous :

Turn Clean Vendors –

1. Drip Pans for ovens will be provided by the property. All other supplies will be provided by the vendor to complete each requirement on the Turn Clean Sheets.

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2. Vendor will pick up Clean sheets and keys for each unit at the control center.
3. Turn Clean Sheets will not be altered with out the approval of the property manager or Maintenance supervisor
4. Vendor will be compensated for work outlined on Turn Clean Sheet.
5. Vendor will complete work as outlined by the Turn Clean sheet.
6. Partial Units – Depending on resident renewals, some units may be occupied at the time of work.
 - a. Vendors are expected to only work in partially occupied units from 9am – 7pm.
 - b. Vendors are to never move, remove, or discard any belonging in partially occupied apartments
 - c. Lights and HVAC are to return to the way they were found when the vendor came into the unit for the first time
 - d. All front doors and windows MUST be locked when apartment is not occupied by the vendor
 - e. Vacant bedrooms must be locked once work is complete and the apartment is vacated by the vendor
7. Fully Vacant Units –
 - a. Vendors may work in fully occupied units at any point that the Turn Control Center is open and bedroom doors may be left unlocked.
 - b. Lights, ceiling fan, and all appliances are to be in the off position when the vendor completes and vacates the unit
 - c. HVAC is to remain on 74 degrees.
 - d. The front door of the unit and windows must locked at any point the vendor is not occupying it to complete work or once the vendor is complete with the apartment
8. Any work not outlined on the Turn Clean sheet that the vendor suggest to be completed needs to be communicated to the control center / Property Manager / Lead Maintenance for approval
9. Furniture, carpet, resident belongings, and all areas not intended to be cleaned are expected to be protected at all times during the cleaning process
10. All equipment, trash, and vendor belongings must be removed from the apartment once the work is complete.
11. Turn Clean Sheets must be signed off on by the vendor and returned to the control center upon completion
12. No items will be discarded from the apartment by throwing them over the balcony
13. Drip pans will be checked out from the control center as needed. All un-used supplies checked out will be returned to the control center each day or once all work is completed
14. Quality control will be conducted by Property representatives at random points through out the contract period. No work will be deemed as complete on a unit until all call back requirements have been met.

CCQ



15. It is expected for the vendor to quality control / inspect their own work prior to signing off on the Turn Clean Sheet as being complete.
16. No items will be discarded from the apartment by throwing them over the balcony
17. Key Rings –
 - a. Key rings are expected to be kept up with at all times and never left unattended at any point
 - b. One person from each vendor's team will be responsible for checking out and returning all key rings to the control center each day
 - c. Key rings are never to leave the property
 - d. Keys must be turned in every day
 - e. Un-used key rings must be returned and checked into the control center
 - f. It is the vendors responsibility to make sure they sign each key ring they check out back in with the control center coordinator
 - g. Key rings are never to be exchanged with any other person with out being processed in the control center first
 - h. No copies of any key are to ever be made with out the permission of the Property manager
 - i. Locks will immediately be changed for any keys lost. All cost involved to change locks for lost keys will be billed to the vendor responsible for the keys or will be deducted from the responsible vendors final payment.
18. Contractor will supply a cleaning crew on move in day for any cleaning issues that may arise.

Pricing agreement	
Bedroom/Bathroom	\$40 each
Common Area	\$55 each

CC



[Handwritten Signature]
Vendor Signature

8/2/17
Date

Marathon Representative Signature

Date

EXHIBIT C**CertaPro Painters proposal for interior estimate CC4E6B0007433****CertaPro of College Station Office**

To: kwieder

08/22/2017 03:02 PM

Sent by: Cliff Cornell




Wiedner, Kenny Cleaning Invoice CC468D00201.pdf



Wiedner, Kenny Painting Invoice CC4E6B0007433.pdf

Good afternoon Kenny,
Attached are the invoices for the cleaning and the painting.
Thank you
Nikki Lindsay
Office Associate-CertaPro of College Station
Email: collegestationoffice@certapro.com
Phone: 979-213-0717



 <p align="center">INVOICE</p> <p>Job Address: The Marc 605 Harvey Road College Station, 77840</p>	<p>Independent Franchise Owner: Cliff Cornell 1511 Texas Avenue S, #137 College Station, TX 77840 979-730-0110 Fax : 979-314-4517 ccornell@certapro.com 1-800-462-3782</p>	<p>Job #: CC4E6B0007433 Date: 08/22/2017</p> <p>Customer Address: Kenny Wieder Marathon Resources Management Group 10469 Atlee Station Road Ashland VA 23006 Phone: (940) 368-2344 Office: (888) 612-6613 Fax: (804) 368-0727 Cell: (940) 368-2344 Email: kwieder@marathonrmg.com</p>
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\$2,000,000 General Liability Insurance

SPECIAL NOTES:

This is for the painting part of the apartment turns at The Marc apartments in College Station, TX. Specific details are listed in the attached spreadsheets. Project included room and common area touch-up and assorted full color changes to walls.

Included Items:

Touch-ups, assorted trim and ceilings and full wall color changes

Excluded Items:

Anything not included in the supplied SOW without a specific change notice or separate bid.

SET-UP TO BE DONE:

CertaPro will cover and protect:

Floors., Furniture., Cabinets/Fixtures., Bathroom fixtures and vanity

PREPARATION TO BE DONE:

Fill cracks and holes in ceiling, Fill cracks and holes in walls

INCLUDED DETAILS

Description	Manufacturer/Paint Type	Color	Coats
Assorted Apartments per customer requirements	Sherwin Williams/EggShell/ProMar 200 Zero VOC	Customersupplied	1

Clean Up

To be completed in full daily in each room so as to allow customer access. The drop cloths, tools and ladders to be placed in determined location by the customer for safety. The only time cleanup not completed in full is if the customer has agreed to allow painter to leave the room in a certain state so as to allow for more efficient production.

Notes/Misc

CUSTOMER SERVICE COMMITMENT: The goal for this project is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making you feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests. **WARRANTY ON ALL WORK:** We warranty all of our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document, please see back of proposal for details.

FINAL PRICING

PRICE OF INCLUDED ITEMS (All labor, paint, materials)		\$29578.0
SALES TAX (@ 0 %)		\$0.00
DEPOSITS DUE		\$29578.00
PAYMENTS RECEIVED	- \$0.00	
BALANCE DUE		- \$0.00
		\$29578.00

Signature of Authorized Franchise Representative: _____ Date: _____

Payment is due: Scheduled Payments (to be determined)

Net 30 days from receipt of invoice. Please pay by company check to the indicated address at the top of this sheet.

DECLARATION

(I/WE) HAVE READ THE TERMS STATED HEREIN, THEY HAVE BEEN EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY HAVE BEEN SHOWN TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE

SIGNATURE

DATE

SIGNATURE

DATE



RELATIONSHIP - The individual giving you this proposal is an independent contractor licensed by CertaPro Painters to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown in the upper right hand corner of the front of this proposal

DEFINITIONS AND CONDITIONS OF THIS CONTRACT

COLORS - Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS - Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL - This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT). THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

Date of Transaction _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO _____

(Name of Seller)

(Address of Seller's Place of Business)

NOT LATER THAN MIDNIGHT OF _____

(Date)

I HEREBY CANCEL THIS
TRANSACTION. _____

(Date)

(Buyer's Signature)

LIMITED TWO YEAR WARRANTY

Subject to the limitations set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs, and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of this Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters at 800.462.3762.

 <p align="center">INVOICE</p> <p>Job Address: The Marc 505 Harvey Road College Station, TX 77840</p>	<p>Independent Franchise Owner: Cliff Cornell 1511 Texas Avenue S, #137 College Station, TX 77840 979-730-0110 Fax : 979-314-4517 ccornell@certapro.com 1-800-462-3782</p>	<p>Job #: CC468D00201 Date: 08/22/2017</p> <p>Customer Address: Kenny Wleder Marathon Resources Management Group 10469 Atlee Station Road Ashland VA 23005 Phone: (940) 368-2344 Email: kwieder@marathonrmg.com</p>
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\$2,000,000 General Liability Insurance

SPECIAL NOTES:

This project addresses the make ready clean up for apartments painted during the summer turns for The Marc apartments in College Station, TX. Cleaning included appliance cleaning, bathroom cleaning and disinfecting as well as dusting and vacuuming throughout the supplied apartments. Detailed breakdown of units is indicated on the attached spreadsheet.

Included Items:

Appliances, bathrooms and fixtures, dusting and floors

SET-UP TO BE DONE:

CertaPro will cover and protect:

Floors., Windows., Bathroom fixtures and vanity, Cabinets

Clean Up

To be completed in full daily in each room so as to allow customer access. The drop cloths, tools and ladders to be placed in determined location by the customer for safety. The only time cleanup not completed in full is if the customer has agreed to allow painter to leave the room in a certain state so as to allow for more efficient production.

Notes/Misc

CUSTOMER SERVICE COMMITMENT: The goal for this project is to provide the best customer experience possible. This is accomplished by being friendly and courteous, by making you feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are guests. **WARRANTY ON ALL WORK:** We warranty all of our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document, please see back of proposal for details.

FINAL PRICING

PRICE OF INCLUDED ITEMS (All labor, paint, materials)	\$12360.0
SALES TAX (@ 0 %)	\$0.00
DEPOSITS DUE	\$12360.00
PAYMENTS RECEIVED	-\$0.00
BALANCE DUE	-\$0.00
	\$12360.00

Signature of Authorized Franchise Representative: _____ Date: _____

Payment is due: Scheduled Payments (to be determined)

Net 30 days from receipt of invoice. Please pay by company check to the above listed address.

DECLARATION

(I/WE) HAVE READ THE TERMS STATED HEREIN, THEY
HAVE BEEN EXPLAINED TO (ME/US) AND (I/WE) FIND
THEM TO BE SATISFACTORY, AND HEREBY ACCEPT
THEM

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN,
THEY HAVE BEEN SHOWN TO (ME/US) AND (I/WE)
FIND THEM TO BE SATISFACTORY, AND HEREBY
ACCEPT THE JOB AS COMPLETE

SIGNATURE

DATE

SIGNATURE

DATE



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(Name of Seller)

(Address of Seller's Place of Business)

NOT LATER THAN MIDNIGHT OF _____

(Date)

I HEREBY CANCEL THIS TRANSACTION _____

(Date)

(Buyer's Signature)

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- Varnished surfaces.
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- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs, and wood gutters.
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- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects.
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
- damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of this Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
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- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters at 800.462.3782.

Exhibit D

A 1 of 2



Re: Required Documents 
CertaPro of College Station Office

12/07/2017 11:55 AM

To: Cliff Cornell
Sent by: Cliff Cornell

From: CertaPro of College Station Office/Fran/CertaUS/FranCorp/US
To: kstratton@marathonrmg.com,
Date: 09/22/2017 02:07 PM
Subject: Re: Required Documents
Sent by: Cliff Cornell

Katie

I will send the insurance and w-9 but you will need to send the contact to cliff at ccornell@certapro.com for docuSign

Nikki Lindsay

Office Associate-CertaPro of College Station

Email: collegestationoffice@certapro.com

Phone: 979-213-0717



"Katie Stratton via DocuSign"

Hello Cliff Cornell, Katie Stratton has...

09/22/2017 02:00:55 PM

From: "Katie Stratton via DocuSign" <dse_na3@docusign.net>
To: "Cliff Cornell" <collegestationoffice@certapro.com>,
Date: 09/22/2017 02:00 PM
Subject: Required Documents
Sent by: DocuSign NA3 System <dse_na3@docusign.net>



Katie Stratton

kstratton@marathonrmg.com

Please fill in the areas that have been highlighted. Fill in your company name on page 4. Fill in your comp

A 2082

role where it says "title" on page 29 (owner, manager, ceo, etc). I will inform the field manager and let the Certificate of Insurance to kstratton@marathonrmg.com or fax it to (804) 368-0727. Thank you Katie Stratton

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Exhibit E

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D 1 of 2

Vice President
Aggieland Professionals**LEADERSHIP TEAM MEMBER NON-COMPETE, NON-SOLICITATION,
NON-DISCLOSURE, AND NON-DISPARAGEMENT AGREEMENT**

Revised 8/5/16

Shelli Howlett ("Franchisee") welcomes you as a Leadership Team Member ("LTM"). By accepting this role within your chapter, you agree to follow all BNI policies and procedures. You agree to contact BNI and Franchisee in the event that the continued functioning of your chapter is affected, threatened or jeopardized. LTMs, contingent upon continued satisfactory performance, receive as consideration a tolling of dues during their tenure as a LTM, the receipt and sufficiency of which is hereby acknowledged. You will be given training and access to materials that are deemed proprietary by BNI, and which would likely cause harm to BNI and Franchisee if the materials were ever copied and disclosed. Your tenure as a LTM may be terminated for any reason, with or without notice. You agree that you are not an agent or employee of BNI or Franchisee, and your duties and responsibilities are limited as set forth in the Leadership Team Manual. Under no circumstances shall LTM look to BNI or Franchisee for compensation or benefits accorded to BNI's or Franchisee's employees. The Term of this position is from 10/1/17 to 3/31/18, unless terminated earlier.

Non-Compete: As a LTM, you will have access to confidential information of BNI. You expressly agree, because of BNI's and Franchisee's legitimate business interest as describe above, during the term of this Agreement and for a period of one (1) year after your participation in BNI (in any manner) ceases, you will not, directly or indirectly: (i) engage in activity that would compete with BNI; (ii) participate or assist in any manner whatsoever with any chapter, region, individual or group that breaks from BNI; or (iii) solicit any employee, consultant, member, or vendor of BNI or Franchisee to engage in competition with BNI or Franchisee. This includes, but is not limited to, starting, assisting, taking employment with or providing services to competing organizations (i.e. a business networking group that meets regularly and allows only one person per professional classification to join), disclosing Confidential Information (as defined below), or allowing BNI methods to be seen or copied. LTM recognizes that the member list is also property of BNI. After participation in BNI ends, except as provided for in (ii) of this section, LTM can join any other networking organization, and can assist other networking groups that do not restrict membership to one representative for each professional classification (as defined by the organization) and which do not meet regularly. LTM agrees that this non-compete clause is reasonably necessary to protect the specialized materials and Confidential Information that LTM will acquire, develop or refine as a result of LTM's participation in BNI. This Agreement shall not restrict LTM from practicing LTM's primary trade, such that this non-compete clause shall not operate to restrict LTM from earning a livelihood. The geographic scope shall be limited to either the state in which LTM's chapter meets, or a 75 mile radius from LTM's chapter, whichever is greater, as permitted by applicable state law. It is the intention of the parties that this non-compete clause be enforced to the fullest extent possible pursuant to state law, and that should any court find a portion of this non-compete clause unenforceable, that court shall be empowered to amend or delete such clause, and make any other changes that may be necessary to ensure that the remainder of this non-compete clause is valid and enforceable.

Non-Disclosure: LTM understands and acknowledges that LTM will have access to and learn about confidential, secret and proprietary documents, materials, data and other information, in tangible and intangible form, of and relating to BNI, Franchisee and their businesses and existing and prospective members, vendors, investors and other associated third parties ("Confidential Information"). The LTM further understands and acknowledges that this Confidential Information and BNI's and Franchisee's ability to reserve it for the exclusive knowledge and use of BNI, Franchisee and other BNI franchisees is of great competitive importance and commercial value to BNI and Franchisee, and that improper use or disclosure of the Confidential Information by LTM will cause irreparable harm to BNI and Franchisee, for which remedies at law will not be adequate and may also cause the BNI and Franchisee to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages, and criminal penalties.

Confidential Information includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, member information, member lists, vendor information, vendor lists, manufacturing information, factory lists, distributor lists, and buyer lists of BNI, Franchisee or their businesses or any existing or prospective member, vendor, investor or other associated third party, or of any other person or entity that has entrusted information to BNI and/or Franchisee in confidence.

LTM understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

LTM understands and agrees that Confidential Information developed by LTM in the course of your tenure as an LTM will be subject to the terms and conditions of this Agreement as if the BNI or Franchisee furnished the same Confidential Information to you in the first instance. Confidential Information will not include information that is generally available to and known by the public, provided that such disclosure to the public is through no direct or indirect fault of you or person(s) acting on your behalf.

LTM agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or

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person whatsoever not having a need to know and authority to know and use the Confidential Information in connection with the business of the BNI and Franchisee and, in any event, not to anyone outside of the direct employ of BNI and/or Franchisee except as required in your performance as an LTM or with the prior consent of an authorized officer acting on behalf of the BNI or Franchisee in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the BNI or Franchisee, except as required in the performance of your authorized LTM duties to the BNI or Franchisee or with the prior consent of an authorized officer acting on behalf of the BNI or Franchisee in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). Nothing herein will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. LTM shall provide written notice of any such order to an authorized officer of BNI and Franchisee within 24 hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit BNI and/or Franchisee to contest the order or seek confidentiality protections, as determined in the BNI's sole discretion. In addition, this Section does not, in any way, restrict or impede you from exercising protected rights to the extent that such rights cannot be waived by agreement or otherwise disclosing information as permitted by law.

LTM agrees that at BNI's or Franchisee's request or at the completion of LTM's tenure, all tangible Confidential Information, and all copies thereof (printed or electronic), will be returned to BNI or destroyed. LTM acknowledges that LTM's obligations hereunder are irrespective of any other dispute LTM may have with BNI and/or Franchisee. The obligation not to disclose Confidential Information and to use it solely for BNI-related business shall survive the termination of this Agreement.

Non-Disparagement: LTM agrees and covenants that LTM will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the BNI, Franchisee or their businesses, or any of their employees, officers, and existing and prospective members, vendors, investors and other associated third parties. This Section does not, in any way, restrict or impede LTM from exercising LTM's protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. LTM shall promptly provide written notice of any such order to an authorized officer of BNI and Franchisee within 24 hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit BNI and/or Franchisee to contest the order or seek confidentiality protections, as determined in BNI's sole discretion.

Remedies: LTM acknowledges that the Confidential Information and BNI's ability to reserve it for the exclusive knowledge and use of BNI, Franchisee and BNI's other franchisees is of great competitive importance and commercial value to BNI and Franchisee, and that improper use or disclosure of the Confidential Information by LTM will cause irreparable harm to BNI and Franchisee, for which remedies at law will not be adequate. In the event of a breach or threatened breach by LTM of any of the provisions of this Agreement, the LTM hereby consents and agrees that BNI and/or Franchisee shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief. Franchisee and/or BNI shall be entitled to attorney's fees and costs in the event they prevail in legal action taken to enforce the terms and conditions of this Agreement. BNI and Franchisee may seek such relief in any court of competent jurisdiction.

Third Party Beneficiaries: BNI and its officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, each having authority to enforce the terms of this Agreement.

Entire Agreement/Severability: This Agreement contains the entire agreement related to your position as a LTM, this supersedes any prior agreement related thereto, and this may not be altered except by a written document signed by both parties. If any provision of this Agreement is invalid or unenforceable the remainder of the Agreement shall not be affected. BNI is a third-party beneficiary of this Agreement.

The above terms and conditions are agreed upon by the [President/Vice President/Secretary Treasurer] of the BNI

Chapter on ____ / ____ / 20____.

Leadership Team Member Name	Cliffton C. Cornell	Signature	<i>Cliffton C. Cornell</i>	Date	Sep 22, 2017
Franchisee	Shelli Howlett	Signature	<i>Shelli Howlett</i>	Date	Sep 4, 2017

Note: Original to be maintained by Franchisee for a period of no less than thirty-nine (39) months after Leadership Team Member's participation in BNI ends.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



David Whitley
Secretary of State

Office of the Secretary of State



The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

C. Cornell, Inc.
Filing Number: 802406588

Certificate of Formation


March 04, 2016

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 08, 2019.



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

Form 201 Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: \$300		Filed in the Office of the Secretary of State of Texas Filing #: 802406588 03/04/2016 Document #: 659355210002 Image Generated Electronically for Web Filing	
Certificate of Formation For-Profit Corporation			
Article 1 - Entity Name and Type			
The filing entity being formed is a for-profit corporation. The name of the entity is:			
C. Cornell, Inc.			
<small>The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.</small>			
Article 2 - Registered Agent and Registered Office			
<input type="checkbox"/> A. The initial registered agent is an organization (cannot be corporation named above) by the name of:			
OR			
<input checked="" type="checkbox"/> B. The initial registered agent is an individual resident of the state whose name is set forth below:			
Name: Cliffton C. Cornell			
C. The business address of the registered agent and the registered office address is:			
Street Address: 28412 Quiet Way Magnolia TX 77355			
Consent of Registered Agent			
<input type="checkbox"/> A. A copy of the consent of registered agent is attached.			
OR			
<input checked="" type="checkbox"/> B. The consent of the registered agent is maintained by the entity.			
Article 3 - Directors			
The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:			
Director 1: Amy Cornell			
Address: 28412 Quiet Way Magnolia TX, USA 77355			
Director 2: Cliffton C. Cornell			
Address: 28412 Quiet Way Magnolia TX, USA 77355			
Article 4 - Authorized Shares			
The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.			
Number of Shares	Par Value (must choose and complete either A or B)	Class	Series
10000000	<input type="checkbox"/> A. has a par value of \$ <input checked="" type="checkbox"/> B. without par value.		
<small>If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.</small>			
Article 5 - Purpose			
The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.			

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer is set forth below.

Jon-Michael Whiteman 1180 Welsh Road Suite 280 North Wales, PA 19454

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Jon-Michael Whiteman

Signature of organizer

FILING OFFICE COPY